

# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 4/26/2012

Action Requested By:  
Engineering

Agenda Item Type  
Resolution

Subject Matter:

Agreement with Miller & Miller, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the low bidder, Miller & Miller, Inc., for Thornton Avenue Drainage Improvements, Phase III, Project No. 65-12-DM18

**Note: If amendment, please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow

and accomplish and; any other information that might be helpful.

This agreement is for the construction/extension of 350 feet of an existing double 9.38' x 3.00' reinforced concrete box culvert. The existing culvert will be completed and ready for the contractor to attach and extend. The project requires excavation, removal and disposal of existing corrugated metal pipes, disposal of excess material, preparation of the site including: project access, clearing, grubbing, placement of temporary construction fencing. The project includes bypass pumping, dewatering, and maintaining storm water flow through the project\*

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

\*for a total contract amount of \$205,168.00. Account No. 23-6500-0816-821

Department Head: [Signature]

Date: 4/14/2012

revised 3/12/2012

# ROUTING SLIP

## CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **4/26/2012**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Construction Contract**

Document Name: **Miller & Miller-Thornton Ave PH III 65-12-DM18**

City Obligation Amount: **\$205,168.00**

Total Project Budget: **\$205,168.00**

Uncommitted Account Balance: **0**



Account Number: **23-6500-0816-8216**

### Procurement Agreements

<b><u>Title 39</u></b>	<b><u>Competitive</u></b>
------------------------	---------------------------

### Grant-Funded Agreements

<b><u>Not</u></b> <b><u>Applicable</u></b>	<b>Grant Name:</b>
---	--------------------

Department	Signature	Date
1) Originating		4/14/12
2) Legal	Mary C. Cates	4/18/12
3) Finance		4/19/12
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 12-**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a contract with the low bidder, Miller & Miller, Inc. in the amount of TWO HUNDRED FIVE THOUSAND ONE HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$205,168.00) for Thornton Avenue Drainage Improvements, Phase III, Project No. 65-12-DM18, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Contract between City of Huntsville and Miller & Miller, Inc. for Thornton Avenue Drainage Improvements, Phase III, Project No. 65-12-DM18" consisting of a total of one (1) page plus fifty-nine (59) additional pages consisting of Attachments A-I, Supplement to General Requirements for Construction of Public Improvements and all Addenda, "Certification of Compliance with Title 39, Code of Alabama", and "E-Verify Statement", and the date of April 26, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 26th day of April, 2012.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 26th day of April, 2012.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**CONTRACT BETWEEN CITY OF HUNTSVILLE  
AND  
MILLER & MILLER, INC.  
FOR  
THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III  
PROJECT NO. 65-12-DM18**

~~~~~  
**STATE OF ALABAMA}  
MADISON COUNTY}**

THIS CONTRACT, made and entered into this 26th day of April, 2012, between the CITY OF HUNTSVILLE, ALABAMA, a Municipal Corporation, sometimes referred to herein as City, and MILLER & MILLER, INC., sometimes referred to herein as Contractor.

**-WITNESSETH-**

WHEREAS, the City desires to install, construct or make certain improvements known as Thornton Avenue Drainage Improvements, Phase III, Project #65-12-DM18, in the City of Huntsville, Madison County, Alabama, all in accordance with details, specifications, surveys and general requirements prepared by the City of Huntsville Urban Development Department - Engineering Division, which are on file in the Office of the City Engineer of the City of Huntsville, Alabama, all of which details, specifications, surveys and general requirements are made a part of this contract, and

NOW, THEREFORE, it is agreed that the Contractor promises and agrees to make such improvements for the party of the first part for the considerations hereinafter set out. The Contractor promises and agrees to furnish all necessary labor, materials and equipment for the doing of the same, all to be done in accordance with such details, plans, specifications and general requirements hereto attached and made a part of this contract.

FOR THE PERFORMANCE of such work, the City agrees to pay the Contractor as follows per Attachment "A".

  
\_\_\_\_\_  
Miller & Miller, Inc.

ATTEST: 

BY: \_\_\_\_\_

Tommy Battle, Mayor

\_\_\_\_\_  
Charles E. Hagood  
City Clerk Treasurer

\_\_\_\_\_  
Mark Russell  
City Council President

DATE: April 26, 2012

**THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III**  
**PROJECT NO. 85-12-DM18**

**TABLE OF CONTENTS**

|                                             |              |
|---------------------------------------------|--------------|
| Bid Quantities                              | ATTACHMENT A |
| Bid Proposal                                | ATTACHMENT B |
| Subcontractor's Listing                     | ATTACHMENT C |
| References of Similar Projects              | ATTACHMENT D |
| Notice to Contractors                       | ATTACHMENT E |
| Sample Copy of Invoice                      | ATTACHMENT F |
| W9-Taxpayer Form                            | ATTACHMENT G |
| City of Huntsville Report of Ownership Form | ATTACHMENT H |
| E-Verify Affidavits                         | ATTACHMENT I |

**SUPPLEMENT TO GENERAL REQUIREMENTS**

| <b>SECTION</b>                                                                                                                                         | <b>SECTION NO.</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| General                                                                                                                                                | 1                  |
| Proposal Preparation                                                                                                                                   | 2                  |
| Quantities                                                                                                                                             | 3                  |
| Change Orders                                                                                                                                          | 4                  |
| Maintain Office                                                                                                                                        | 5                  |
| Subcontractors                                                                                                                                         | 6                  |
| Bid Bond                                                                                                                                               | 7                  |
| N/A                                                                                                                                                    | 8                  |
| Liability Insurance                                                                                                                                    | 9                  |
| Licenses and Classifications                                                                                                                           | 10                 |
| Permits                                                                                                                                                | 11                 |
| Payment                                                                                                                                                | 12                 |
| N/A                                                                                                                                                    | 13                 |
| Examination of Plans, Specifications,<br>Special Provisions, and Site Work                                                                             | 14                 |
| Inclusions to Contract                                                                                                                                 | 15                 |
| Commencement of Work                                                                                                                                   | 16                 |
| Contract Time                                                                                                                                          | 17                 |
| Liquidated Damages                                                                                                                                     | 18                 |
| Storage of Materials                                                                                                                                   | 19                 |
| Traffic Flow                                                                                                                                           | 20                 |
| Termination for Convenience                                                                                                                            | 21                 |
| Termination for Cause                                                                                                                                  | 22                 |
| Unbalanced Bids                                                                                                                                        | 23                 |
| Additional Insurance Requirements                                                                                                                      | 24                 |
| Domestic Preferences                                                                                                                                   | 25                 |
| Time is of the Essence                                                                                                                                 | 26                 |
| No Damages for Delays                                                                                                                                  | 27                 |
| Contractor Responsible for Locating<br>Utilities Prior to Construction Initiation                                                                      | 28                 |
| Correction to City of Huntsville's<br>Standard Specifications for the<br>Construction of Public Improvements,<br>Contract Projects, 1991-Recovery Time | 29                 |
| Warranties                                                                                                                                             | 30                 |
| Coordination with other Contractors                                                                                                                    | 31                 |
| W-9 Taxpayer Form                                                                                                                                      | 32                 |
| Final Payment                                                                                                                                          | 33                 |
| Project Completion Date                                                                                                                                | 34                 |
| Record Drawings                                                                                                                                        | 35                 |
| Lien Waivers                                                                                                                                           | 36                 |
| Lowest Responsible Bidder                                                                                                                              | 37                 |
| Non-Resident Bidders                                                                                                                                   | 38                 |

**TABLE OF CONTENTS**  
**PAGE TWO**

|                                                                                                                                |    |
|--------------------------------------------------------------------------------------------------------------------------------|----|
| Correction to Section 80.08C of The City of<br>Huntsville "Standard Specifications for<br>Construction of Public Improvements" | 39 |
| Correction to section 80 – Prosecution & Progress<br>80.01 subletting and contract. (a) limitations                            | 40 |
| Correction to Section 80 – Prosecution and<br>Progress 80.03 Progress Schedule of Oper.                                        | 41 |
| Correction to Section 80 – Prosecution and<br>Progress 80.09(b)                                                                | 42 |
| Correction to Section 105 – Excavation and<br>Embankment                                                                       | 43 |
| Correction to Section 847 – Pipe Culvert Joint<br>Sealers                                                                      | 44 |
| NPDES Construction Requirements                                                                                                | 45 |
| DELETION of Section 50.01 – Authority of<br>Engineer of Record                                                                 | 46 |
| Shop Drawings                                                                                                                  | 47 |
| E-Verify Statement                                                                                                             | 48 |
| City of Huntsville Engineering Department<br>Construction Requirements                                                         | 49 |
| Survivability of Contract Provisions                                                                                           | 50 |
| Surety Bonds                                                                                                                   | 51 |
| Governing Law                                                                                                                  | 52 |
| Alabama Immigration Act                                                                                                        | 53 |
| Successors and Assigns                                                                                                         | 54 |
| Written Notice                                                                                                                 | 55 |
| Rights and Remedies                                                                                                            | 56 |
| Entire Agreement                                                                                                               | 57 |

| <b>ATTACHMENT "A"</b>                               |                                                                                                                                                                                                                                                                                                                                   |         |          |                | 3/29/2012      |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------|----------------|----------------|
| THORNTON AVENUE DRAINAGE IMPROVEMENTS,<br>PHASE III |                                                                                                                                                                                                                                                                                                                                   |         |          |                |                |
| PROJECT # 65-12-DM18                                |                                                                                                                                                                                                                                                                                                                                   |         |          |                |                |
| UNIT BID SHEET                                      |                                                                                                                                                                                                                                                                                                                                   |         |          |                |                |
| ITEM NO.                                            | DESCRIPTION                                                                                                                                                                                                                                                                                                                       | BID QTY | BID UNIT | BID UNIT PRICE | BID AMOUNT     |
| 1                                                   | CLEARING AND GRUBBING includes all removals and disposals including removal and disposal of existing metal and concrete pipes, drainage structures and inlets, curb and gutter, sidewalk, trees, shrubs, bushes, fences, landscaping and miscellaneous items above and underground requiring removal to perform the required work | 1       | LS       | \$13,218.00    | \$13,218.00 ✓  |
| 2                                                   | DBL. 9.38' X 3.0' REINFORCED CONCRETE BOX CULVERT, COMPLETE IN PLACE includes connecting into existing culvert , excavation, stone bedding, forming, steel reinforcement, dowel bars, placing and finishing concrete, filter fabric, stone backfill to the center of the culvert, backfill with borrow material and compaction    | 350.00  | LF       | \$485.00       | \$169,750.00 ✓ |
| 3                                                   | OPEN THROAT INLETS, COMPLETE IN PLACE includes forming, steel reinforcement, concrete top, concrete apron and pedestals, frame and cover, pouring and finishing concrete.                                                                                                                                                         | 5       | EA       | \$800.00       | \$4,000.00 ✓   |
| 4                                                   | BORROW MATERIAL, COMPLETE IN PLACE                                                                                                                                                                                                                                                                                                | 100     | CY       | \$0.00         | \$0.00 ✓       |
| 5                                                   | TOPSOIL, COMPLETE IN PLACE ( Truckload loose measurement )                                                                                                                                                                                                                                                                        | 150     | CY       | \$25.00        | \$3,750.00 ✓   |
| 6                                                   | SOLID SOD ( match existing)                                                                                                                                                                                                                                                                                                       | 1,200   | SY       | \$4.00         | \$4,800.00 ✓   |

|    |                                                                                                                                                                                                                      |     |    |          |            |           |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----------|------------|-----------|
|    | <b>ATTACHMENT "A"</b>                                                                                                                                                                                                |     |    |          |            | 3/29/2012 |
|    | THORNTON AVENUE DRAINAGE IMPROVEMENTS,<br>PHASE III                                                                                                                                                                  |     |    |          |            |           |
|    | PROJECT # 65-12-DM18                                                                                                                                                                                                 |     |    |          |            |           |
|    | UNIT BID SHEET                                                                                                                                                                                                       |     |    |          |            |           |
| 7  | CONSTRUCTION FENCING                                                                                                                                                                                                 | 500 | LF | \$1.25   | \$625.00   | ✓         |
| 8  | TEMPORARY DOG WIRE FENCING                                                                                                                                                                                           | 500 | LF | \$3.75   | \$1,875.00 | ✓         |
| 9  | BRICK UP AND CLOSE THE END OF NEW<br>DBL.CULVERT ( Sta. 11 + 55) AND CONNECT<br>EXISTING TRIPLE LINE OF METAL PIPES                                                                                                  | 1   | LS | \$800.00 | \$800.00   | ✓         |
| 10 | CONNECT EXISTING STORM PIPES INTO THE SIDE<br>OF NEW DBL. CULVERT price includes excavation,<br>saw cutting existing pipe, furnishing and laying new<br>pipe and concrete collar as necessary to make<br>connection. | 2   | EA | \$500.00 | \$1,000.00 | ✓         |
| 11 | NEW 4' RESIDENTIAL CHAIN LINK FENCING<br>includes posts and gates to match existing location,<br>COMPLETE IN PLACE                                                                                                   | 200 | LF | \$8.25   | \$1,650.00 | ✓         |
| 12 | NEW WOOD FENCING includes posts and gates to<br>match existing material and location, COMPLETE IN<br>PLACE                                                                                                           | 100 | LF | \$11.00  | \$1,100.00 | ✓         |
| 13 | RESET EXISTING CHAIN LINK with Salvaged<br>Material, COMPLETE IN PLACE                                                                                                                                               | 100 | LF | \$2.00   | \$200.00   | ✓         |

| ATTACHMENT "A"                                                                                                                                                            |                                                                                                                                                                                                   |     |    |          |              | 3/29/2012 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|----------|--------------|-----------|
| THORNTON AVENUE DRAINAGE IMPROVEMENTS,<br>PHASE III                                                                                                                       |                                                                                                                                                                                                   |     |    |          |              |           |
| PROJECT # 65-12-DM18                                                                                                                                                      |                                                                                                                                                                                                   |     |    |          |              |           |
| UNIT BID SHEET                                                                                                                                                            |                                                                                                                                                                                                   |     |    |          |              |           |
|                                                                                                                                                                           |                                                                                                                                                                                                   |     |    |          |              |           |
| 14                                                                                                                                                                        | RESET EXISTING WOOD FENCE with Salvaged<br>Material, COMPLETE IN PLACE                                                                                                                            | 100 | LF | \$8.00   | \$800.00     | ✓         |
| 15                                                                                                                                                                        | TRAFFIC CONTROL AND SIGNAGE                                                                                                                                                                       | 1   | LS | \$200.00 | \$200.00     | ✓         |
| 16                                                                                                                                                                        | STREET REPAIR includes saw cutting existing<br>pavement, preparing dense graded base, spreading<br>and compacting 2" thk. Bituminous Binder Course,<br>and 1-1/2" thk. Bituminous Wearing Course. | 50  | SY | \$10.00  | \$500.00     | ✓         |
| 17                                                                                                                                                                        | CONCRETE CURB AND GUTTER                                                                                                                                                                          | 25  | LF | \$20.00  | \$500.00     | ✓         |
| 18                                                                                                                                                                        | CONCRETE SIDEWALK, 4" THICK, COMPLETE IN<br>PLACE                                                                                                                                                 | 10  | SY | \$40.00  | \$400.00     | ✓         |
| TOTAL BASE BID                                                                                                                                                            |                                                                                                                                                                                                   |     |    |          | \$205,168.00 | ✓         |
| ALL ITEMS SHALL BE CONSIDERED IN-PLACE.<br>PRICES SHALL INCLUDE ALL LABOR,<br>EQUIPMENT, MATERIALS, AND REMOVALS AS<br>REQUIRED FOR CONSTRUCTION OF THE<br>REQUIRED WORK. |                                                                                                                                                                                                   |     |    |          |              |           |
| COMPANY Miller & Miller, Inc.                                                                                                                                             |                                                                                                                                                                                                   |     |    |          |              |           |
| SIGNATURE <i>W. S. J.</i>                                                                                                                                                 |                                                                                                                                                                                                   |     |    |          |              |           |
| DATE 4/12/12                                                                                                                                                              |                                                                                                                                                                                                   |     |    |          |              |           |

**TO: THE CITY OF HUNTSVILLE**

**Public Services Building  
320 Fountain Circle  
Huntsville, Alabama**

**PROPOSAL OF** Miller & Miller, Inc.

**(NAME)**

2106 Miller Ferry Way, Huntsville, AL 35801  
**(ADDRESS)**

**TO MAKE CERTAIN IMPROVEMENTS ENTITLED:**

**THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III**  
**PROJECT NO. 65-12-DM18**

**FOR THE CITY OF HUNTSVILLE, ALABAMA.**

**GENTLEMEN:**

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama). It is **MANDATORY** that any and all addenda be acknowledged by the undersigned bidder, either on page 2 of the Proposal, Attachment "B" or on the outside of the envelope, otherwise, bid shall be rejected.

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

Contractors are authorized to download quantities, Attachment "A", or quantity revisions from COH Engineering website and paste to 3 1/2" floppy disk or CD of their choice; one or the other **must** be submitted with the original bid packet. In addition, two hard copies must be signed and submitted with original bid packet.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804 ATTN: Penny Kelly.

The undersigned bidder understands that the Contract Time for completion of all work is One Hundred and Twenty (120) calendar days.

**THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:**

All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville. Within fifteen (15) days after the date of acceptance of this proposal by City Council action, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond, each in the amount of 100% of the contract amount. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

**THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III**  
**PROJECT NO. 65-12-DM18**

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

DATED: April 12, 2012.

(IF AN INDIVIDUAL, PARTNERSHIP, OR NON-INCORPORATED ORGANIZATION)  
SIGNATURE OF BIDDER \_\_\_\_\_

BY \_\_\_\_\_

ADDRESS OF BIDDER \_\_\_\_\_

NAMES AND ADDRESSES OF MEMBERS OF THE FIRM:

\_\_\_\_\_  
\_\_\_\_\_

OUR CONTRACTOR'S STATE LICENSE NO. IS 4166

(IF A CORPORATION)

SIGNATURE OF BIDDER Miller & Miller, Inc.

BY Mark O. Seeley Mark O. Seeley

BUSINESS ADDRESS 2106 Miller Ferry Way, Huntsville, AL 35801

INCORPORATED UNDER THE LAWS OF THE STATE OF Alabama

NAMES PRESIDENT C. E. Miller

OF SECRETARY Mark O. Seeley

OFFICERS TREASURER Mark E. Miller

**MANDATORY ACKNOWLEDGEMENT OF ADDENDA:** Addenda will only be faxed to those bidders who attend and have signed in at the pre-bid meeting. It is the responsibility of all bidders to refer to the website for any updates.

**ATTACHMENT "C"****THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III**  
**PROJECT NO. 65-12-DM18****SUBCONTRACTOR'S LISTING**

All subcontractors must be approved in writing by Owner. If subcontractors are not approved, Contractor will be notified prior to approval of contract by City Council. Any additional subcontractors needed during the contract period shall be approved by written letter from the Owner. Contractor shall **Immediately** notify Mary Hollingsworth via email at [mary.hollingsworth@huntsvilleal.gov](mailto:mary.hollingsworth@huntsvilleal.gov) and the Owner's project Inspector of any changes to subcontractor list for the duration of the project.

| <b><u>TASKS TO BE PERFORMED</u></b>         | <b><u>SUBCONTRACTOR NAME</u></b> | <b><u>STATE LICENSE NO.</u></b> | <b><u>ADDRESS</u></b>       | <b><u>ITEM #'S OF WORK TO BE PERFORMED</u></b> |
|---------------------------------------------|----------------------------------|---------------------------------|-----------------------------|------------------------------------------------|
| Surveying/Layout                            |                                  |                                 |                             |                                                |
| Permitting                                  |                                  |                                 |                             |                                                |
| Clearing & Grubbing                         |                                  |                                 |                             |                                                |
| Erosion Control                             |                                  |                                 |                             |                                                |
| Traffic Control                             |                                  |                                 |                             |                                                |
| Excavation                                  |                                  |                                 |                             |                                                |
| Concrete                                    |                                  |                                 |                             |                                                |
| Storm Drainage                              |                                  |                                 |                             |                                                |
| Sanitary Sewer                              |                                  |                                 |                             |                                                |
| Shoring/Monitoring                          |                                  |                                 |                             |                                                |
| Retaining Walls                             |                                  |                                 |                             |                                                |
| Bridges                                     |                                  |                                 |                             |                                                |
| Railroads                                   |                                  |                                 |                             |                                                |
| Traffic (signals, loops)                    |                                  |                                 |                             |                                                |
| Street Lights                               |                                  |                                 |                             |                                                |
| Electrical                                  |                                  |                                 |                             |                                                |
| Water                                       |                                  |                                 |                             |                                                |
| Asphalt                                     | Stanley Construction             | 9911                            | 4410 Evangel Cir, 35816     | 16                                             |
| Landscaping (Trees, grassing)               |                                  |                                 |                             |                                                |
| Irrigation                                  |                                  |                                 |                             |                                                |
| Striping                                    |                                  |                                 |                             |                                                |
| Sewer Testing                               |                                  |                                 |                             |                                                |
| Guardrails                                  |                                  |                                 |                             |                                                |
| Handrails                                   |                                  |                                 |                             |                                                |
| Painting                                    |                                  |                                 |                             |                                                |
| Special (fencing, benches, dewatering etc.) | Athens Fence Co., Inc.           |                                 | 13100 Hwy 31, Athens, 35611 | 11,13,14                                       |
| Mechanical                                  |                                  |                                 |                             |                                                |
| SCADA                                       |                                  |                                 |                             |                                                |

**ATTACHMENT "D"**

**THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III**  
**PROJECT NO. 65-12-DM18**

**Contractor shall provide at least five (5) references including NAME OF PROJECT, Owner Name, address, phone number and contact name that demonstrates contractor's ability on similar projects.**

1. Redstone Gateway Package 1B Culverts, Project #65-11-SP05, City  
of Huntsville, PO Box 308, Huntsville, AL 35804, 256-427-5300,  
Mr. Shane Davis
2. Redstone Gateway Package 1A-2 Culverts, Project #65-10-SP21, City  
of Huntsville, PO Box 308, Huntsville, AL 35804, 256-427-5300,  
Mr. Shane Davis
3. Baywood Drive Drainage Channel Improvements, Phase II, Project  
#65-11-DR01, City of Huntsville, PO Box 308, Huntsville, AL 35804,  
256-427-5300, Mr. Shane Davis
4. Baywood Drive Drainage Channel Improvements, Project #65-10-DR02,  
City of Huntsville, PO Box 308, Huntsville, AL 35804,  
256-427-5300, Mr. Shane Davis
5. Douglass Road Culvert, Project #STMHV-4500(215), ALDOT,  
PO Box 550, Guntersville, AL 35976, 256-582-2254, Mr. Johnny  
Harris

**ATTACHMENT "E"**

**Pre-bid meeting to be held on Wednesday, April 4, 2012 at 9:30 a.m. at the City of Huntsville Public Services Building, 320 Fountain Circle, Huntsville, Alabama, in the 1st Floor in the Conference Room.**

**NOTICE TO CONTRACTORS**

**WANTED: Sealed bids in duplicate for the construction of: Thornton Avenue Drainage Improvements, Phase III, more particularly known as Project No. 65-12-DM18**

**Description of Project: Drainage work consisting of removal of existing triple line of 36-inch x 60-inch CMP and constructing 360 linear feet of poured in place 9.38 feet x 3.00 feet reinforced concrete box culvert in Huntsville, Alabama.**

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) and 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 and 34-8-9 (amended 1996) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. A copy of the above Codes may be obtained from the OWNER (City of Huntsville). No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Section 39-3-5 Code of Alabama has been amended as follows:

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

This project, Thornton Avenue Drainage Improvements, Phase III, more particularly known as Project No. 65-12-DM18, requires the contractor to possess a State of Alabama Classification of Highways & Streets (HS) or Highways & Streets Specialty Construction - Drainage & Culverts (HS-S).

After proposals are opened and read, they will be compared on the basis of the summation of the products or approximate quantities shown in Attachment "A", multiplied by the unit bid prices. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. A proposal will not be considered unless signed by the bidder or his authorized agent and accompanied by cashier's check or properly signed bid bond, as required by law.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost of the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project will be received at the City of Huntsville Public Services Building, 320 Fountain Circle, in the 1st Floor Conference Room, on the 12<sup>th</sup> day of April, 2012, until 10:00 a.m. Each bid shall be accompanied by Bid Bond in the amount of five percent of the bid. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening.

These Addenda, Special Provisions, Plans, the Supplement to General Requirements for Construction of Public Improvements City of Huntsville Specifications, Standard Specifications for Construction of Public Improvements Contract Projects and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Plans shall govern over Supplemental Specifications, Supplemental Specifications shall govern over the Standard Specifications for Construction of Public Improvements Contract Projects. Special Provisions shall govern over Standard Specifications for Construction of Public Improvements Contract Projects, Supplemental Specifications. Standard Specifications for Construction of Public Improvements Contract Projects and Engineering Standards are available at no charge by downloading from the City Engineering website: [www.huntsvilleal.gov/engineering](http://www.huntsvilleal.gov/engineering) Plans and proposals can be downloaded from our website at no cost: [www.huntsvilleal.gov/engineering/bidlist.html](http://www.huntsvilleal.gov/engineering/bidlist.html) Contractors will be responsible for costs of duplicating their own plans and can choose a photocopying facility of their choice.

Additionally, Contractors are responsible for checking website for any revisions/updates. Contractor is required to submit pricing on either a 3-1/4" floppy disk or CD in the Excel format provided by the COH (Attachment "A") and made available for download from the Engineering website. The bid disk or the CD must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so shall be cause for rejection of bid. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

#### **E-VERIFY - NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included in the project specifications.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

**ALABAMA IMMIGRATION ACT** (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975)*) Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30*), commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

**ATTACHMENT "F"**  
**REQUEST FOR PAYMENT**  
**CITY OF HUNTSVILLE ENGINEERING DIVISION**

PROJECT NAME AND NUMBER: \_\_\_\_\_

ESTIMATE NUMBER: ONE (1) PERIOD FROM: 03/11/06 TO \_\_\_\_\_  
CONTRACT DURATION 0 DAYS  
START DATE: 03/11/06 END DATE: 3/11/06 TOTAL CONTRACT TIME (3) 0 DAYS

REFER TO COM SUPPLEMENT  
TO GENERAL REQUIREMENTS:  
CHANGE ORDERS - CHANGE  
TO CONTRACT TIME

|      |          |            |          |                                  |
|------|----------|------------|----------|----------------------------------|
| TIME | C.O. # 1 | DAYS ADDED | <u>0</u> | CONTRACT DAYS REMAINING <u>0</u> |
| TIME | C.O. # 2 | DAYS ADDED | <u>0</u> |                                  |

TOTAL CONTRACT AMOUNT (1) AS AWARDED \$ 200,000.00 CURRENT \$ 200,000.00  
C.O. # 1 \$ \_\_\_\_\_  
C.O. # 2 \$ \_\_\_\_\_

TOTAL AMOUNT EARNED TO DATE LESS STORED MATERIALS (2): \$ \_\_\_\_\_

MATERIAL STORED (INVOICE ATTACHED) \$ \_\_\_\_\_

RETAINAGE (5% OF 50% OF CONTRACT Amount is in accordance with ALDOT and COM specifications and is based on the contract amount before change orders.) \$ \_\_\_\_\_

AMOUNT EARNED AFTER RETAINAGE \$ \_\_\_\_\_

LIQUIDATED DAMAGES PER DAY 300 \$ \_\_\_\_\_

LIQUIDATED DAMAGES ASSESSED TO DATE: \_\_\_\_\_

FOR QUESTIONS RELATED TO PAYMENT  
CALCULATIONS, LIQUIDATED DAMAGES, AND  
CHANGE ORDER REQUIREMENTS, PLEASE REFERENCE  
YOUR CONTRACT  
SUPPLEMENT TO GENERAL REQUIREMENTS SECTION,  
4. CHANGE ORDERS,  
2.2. PAYMENT.

Damages, if applicable, will automatically be calculated by  
subtracting the contract and date from the invoice period and date  
and multiplying the days by the daily damages amount. Damages  
will automatically be deducted from amounts otherwise due.

TOTAL AMOUNT PREVIOUSLY APPROVED TO DATE: \$ \_\_\_\_\_

AMOUNT DUE THIS ESTIMATE WITHOUT LIQUIDATED DAMAGES \$ \_\_\_\_\_

A: % OF TIME ELAPSED: TIME ELAPSED TO DATE DAYS \_\_\_\_\_  
TOTAL CONTRACT TIME (3) 0 DAYS \_\_\_\_\_

B: PROJECT COMPLETION: TOTAL EARNED TO DATE (2) \_\_\_\_\_  
TOTAL CONTRACT AMOUNT 200,000.00 \_\_\_\_\_ 0%

C: PROGRESS OF WORK: B - A: = \_\_\_\_\_

**CONTRACTORS CERTIFICATE**

I, \_\_\_\_\_, the duly qualified, acting and authorized agent for the contractor  
on the above project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto,  
and do further certify that all materials, labor, and equipment used herein have been paid for in full as shown on all prior estimates and if requested to do so, we will show evidence of  
payment for the same in writing before the final payment of this estimate. We further certify that the amount received hereunder is considered  
compensation and final payment in full for all work performed under the contract, including any amendments thereto and, upon payment of said sum, hereby release the Owner,  
its employees, agents, and representatives in accordance with said contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve  
months from the date of payment of the final estimate (in accordance with the terms of our original contract and all amendments thereto), during which time all terms and  
conditions of the original contract document shall remain in full force and effect, including the Insurance requirements, Hold Harmless Agreement, and Indemnifying Agreement  
as contained in said contract documents.

CERTIFIED FOR PAYMENT ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ WITNESS: \_\_\_\_\_

SIGNATURE

We have checked the quantities and extensions to this estimate, and to the best of our knowledge, the estimate is true and correct.

**APPROVED FOR PAYMENT**

BY: \_\_\_\_\_  
CONSTRUCTION INSPECTOR

BY: \_\_\_\_\_  
SHANE DAVIS, CITY ENGINEER  
OR RON ADAMS, DEPUTY CITY ENGINEER  
OR LYNN MAJORS, ADMINISTRATIVE OFFICER

BY: \_\_\_\_\_  
PROJECT ENGINEER

IF FINAL ESTIMATE, DATE WORK WAS  
COMPLETED: \_\_\_\_\_

## **ATTACHMENT "G"**

**All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)**

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

## A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Miller & Miller, Inc.
- City of Huntsville current taxpayer identification number (if available): 29355  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

## B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

| Type of Ownership<br>(check appropriate box)                             | Entity I. D. Number<br>& Applicable State            |
|--------------------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietorship               | Not Applicable                                       |
| <input type="checkbox"/> General Partnership                             | Not Applicable                                       |
| <input type="checkbox"/> Limited Partnership (LP)                        | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Partnership (LLP)             | Number & State:                                      |
| <input type="checkbox"/> Limited Liability Company (LLC) (Single Member) | Number & State:                                      |
| <input type="checkbox"/> LLC (Multi-Member)                              | Number & State:                                      |
| <input checked="" type="checkbox"/> Corporation                          | Number & State: 012-680 Alabama                      |
| <input type="checkbox"/> Other, please explain:                          | Number & State (if a filing entity under state law): |

- C. **Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

- D. **Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: 

Title (if applicable): Secretary

Type or legibly write name: Mark O. Seeley

Date: 4/12/12

ATTACHMENT "I"

**E-VERIFY AFFIDAVITS**

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR**

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

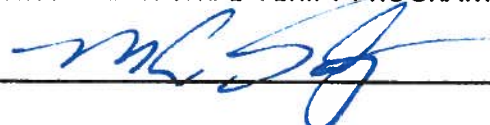
State of Alabama  
County of Madison

Before me, a notary public, personally appeared Mark O. Seeley (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as

Secretary (state position) for  
Miller & Miller, Inc. (state business  
entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.  
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

 Signature of Affiant

Sworn to and subscribed before me this 12 day of April, 2012.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

 Signature and Seal of Notary Public

MY COMMISSION EXPIRES 01/05/2014



Company ID Number: 311572

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Miller & Miller, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 311572

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



Company ID Number: 311572

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
  - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



Company ID Number: 311572

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



Company ID Number: 311572

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



Company ID Number: 311572

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 311572

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 311572

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

##### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 311572

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number: 311572

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 311572

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Miller & Miller, Inc.**

**Mary E Pruitt**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**03/15/2010**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

**03/15/2010**

Date



Company ID Number: 311572

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**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: Miller & Miller, Inc.

Company Facility Address: 2106 Miller Ferry Way

Huntsville, AL 35801

Company Alternate  
Address:

County or Parish: MADISON

Employer Identification

Number: 630434945

North American Industry  
Classification Systems

Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- ALABAMA 1 site(s)



Company ID Number: 311572

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

|                   |                                      |             |                         |
|-------------------|--------------------------------------|-------------|-------------------------|
| Name:             | <b>Mark E Miller</b>                 | Fax Number: | <b>(256) 882 - 2864</b> |
| Telephone Number: | <b>(256) 882 - 6200</b>              |             |                         |
| E-mail Address:   | <b>mmiller@miller-miller-inc.com</b> |             |                         |

**SUPPLEMENT TO GENERAL REQUIREMENTS  
FOR  
CONSTRUCTION OF PUBLIC IMPROVEMENTS**

**THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III**

**PROJECT NO. 65-12-DM18**

**CITY OF HUNTSVILLE, ALABAMA**

**SUPPLEMENT TO GENERAL REQUIREMENTS****1. GENERAL**

The attention of all bidders is called to Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1998) setting forth the definition of general contractor and the licensing procedures and requirements for state licensing. No one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's license and the required classification for the municipal type work to be performed. The general contractor's State of Alabama license and classification must appear on the outside of the bid envelope along with the general contractor's name and address, project name and number and date and time of bid opening. Failure to provide this will be cause to reject the bid.

In determining the successful bidder, the Owner will consider in addition to the bid prices, such responsibility factors as characteristics and responsibility, skill, experience, record of integrity in business, and of performance offered and past record of performance on Owner contracts on other similar projects. Any other factors not specifically mentioned or provided for herein, in addition to that of the bid price which would affect the final cost to the Owner, will be taken into consideration in making award of contract. The right is reserved to reject any bid where investigation of the business and technical organization of the bidder available for the contemplated work, including financial resources, equipment, and experience on similar projects does not satisfy the Owner that such bidder is qualified to perform the work. The City Council of the City of Huntsville reserves the right to reject any and all bids and to waive informalities.

Separate sealed bids for the construction of this project shall be accompanied by Bid Bond in the amount of five percent (5%) of the amount of the bid not to exceed \$10,000.00. Quantities are known as Attachment "A". No bidder may withdraw his bid within ninety (90) days after the actual date of opening. These specifications, the supplemental specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions, unless obviously incorrect, shall govern over scaled dimensions. Supplemental Specifications shall govern over the Standard Specifications for Construction of Public Improvements Contract Projects. Plans shall govern over Standard Specifications for Construction of Public Improvements Contract Projects. Special Provisions shall govern over Standard Specifications for Construction of Public Improvements Contract Projects, Supplemental Specifications, and Plans. All bid openings and any scheduled pre-bid conferences are open to the public and will be held in the Public Services Conference Room on the 1st Floor at 320 Fountain Circle, Huntsville, Alabama, unless otherwise noted.

All references to OWNER shall mean City of Huntsville, Alabama. All references to City Engineer shall mean OWNER.

**2. PROPOSAL PREPARATION**

(A) Proposal Form. The bidder's proposal must be submitted on the complete original proposal form furnished him by the City. Unless otherwise provided in the proposal, joint venturers may submit a proposal for a joint venture of qualified bidders on a proposal form issued to one of them, provided each venturer has taken out a proposal and provided the proposal is signed by each co-venturer.

(B) Details. On the proposal form, the bidder shall enter in numbers a unit price and the extended amount bid (unit price x quantity) in the appropriate column for each bid item, exclusive of those items for which a fixed contract unit price and extension amount are shown. On lump sum items an entry shall be shown in the amount bid column. If a bidder wishes to bid an item free, then he shall enter 0 (zero) in both the unit price column and amount bid column. After all extensions are made, the bidder shall total the extended amounts of the bid items and show his total bid amount in the appropriate place on the proposal form. All figures shall be legibly shown in ink or typed. Any interlineation, erasure or other alteration of a figure shall be initialed by the signer of the proposal. The City will check the extension of each item given in the proposal and correct all errors and discrepancies. In case of a discrepancy between a unit bid price and the extension amount, the unit price shall govern. The sum of the extension amounts will be the contract bid price. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

(C) Signing. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation or by an agent of the Contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown. The proposal bid bond, if bid bond is tendered, shall be properly signed by the bidder and the surety.

(D) Irregular Proposals. Proposals will be considered irregular and will be rejected if they contain any omissions, alteration of form, additions not called for, incomplete bids (includes failure to enter a unit bid price on a bid item or, in the case of an alternate, the alternate being bid by the Contractor), interlineations, erasures or alterations not initialed by the person signing the proposal, or other irregularities of any kind. Bids that are not signed will be considered non-responsive and will be rejected. No proposal will be opened that does not contain the contractor's Alabama State license number. Proposals may

be rejected at any time prior to the execution of the contract. Any bidder using the same or different names for submitting more than one proposal upon any project will be disqualified from further consideration on that project.

(E) Delivery of Proposals. Each proposal for each contract shall be placed, together with the proposal guaranty, in a sealed envelope on the outside of which is written in large letters "Proposals for Work" and so marked as to indicate the project name, project number, bidder name, and State license number. Proposals will be received by the OWNER or his representative unless otherwise provided until the hour and date set in the notice to Contractors for the opening thereof. No proposal will be considered which has not been received prior to the hour and date set for the opening of bids. Proposals received after that time will be returned. No proposal will be opened that does not contain the contractor's Alabama State license number.

### 3. QUANTITIES

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the proposal. Any substantial changes requiring an increase must be approved by change order prior to work and authorized by City Council Action. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, material and other items or cost to construct a complete facility. See Attachment "A" - Bid Quantities or revised Attachment if quantities have changed after pre-bid meeting.

### 4. CHANGE ORDERS

#### (A) Changes in the Work

Without invalidating the agreement, the owner may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. A change order signed by the contractor indicates his agreement.

The OWNER may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a field order.

Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency.

The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed and work performed in an emergency and any other claim of the contractor for a change in the contract time or the contract price which shall be approved by the OWNER.

It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

#### (B) Change of Contract Price.

The contract price may only be changed by a change order. Any claim for additional compensation shall be based on written notice delivered to the Owner and Engineer within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price. The owner may at any time without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (1) in the specifications (including drawings and designs); (2) in the method or manner of performance of the work; (3) in the owner-furnished facilities, equipment, materials, services, or site; or (4) directing acceleration in the performance of the work. Any other written order or an oral order from the owner which causes any such change, shall be treated as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

#### (C) Change in the Contract Time.

The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to the owner and engineer within ten days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless OWNER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by OWNER if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order. The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim as provided above. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the contract documents are of the essence of the agreement. The provisions shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party. No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

**(D) Time extension for abnormal weather conditions**

In order for the owner to award a time extension for abnormal weather, the following conditions must be satisfied:

1. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
2. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without fault or negligence of the contractor.

The following table of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) and similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractors normal progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. The contractor's bid shall include the impact of the anticipated lost days in his quotation for the time he is to be on site.

| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 11  | 8   | 6   | 4   | 4   | 5   | 6   | 4   | 4   | 3   | 4   | 8   |

Actual adverse weather delay days must prevent work on critical activities for 50% or more of the contractors scheduled work day before it is considered a weather delay day.

**5. MAINTAIN OFFICE**

The successful contractor shall establish an office in Huntsville, Alabama, with telephone service, and shall maintain close liaison with the OWNER.

**6. SUBCONTRACTORS**

The prime contractor shall be responsible for all work covered under the executed contract; therefore, this responsibility cannot be shifted by subcontracting the work to others. All subcontractors shall be approved by the OWNER and shall be properly licensed as required by Alabama State Law. (Code of Alabama §§ 34-8-1 and 34-8-2 (1975) AND 34-8-1, 34-8-2, 34-8-4, 34-8-6, 34-8-7, 34-8-8 AND 34-8-9 (AMENDED 1996)) A list of all subcontractors proposed for use on the project shall be provided to the OWNER at the time that bids are received. This document will be known as ATTACHMENT "C". Lien waivers will be required from all subcontractors at the time of submittal of the final payment request.

All subcontractors must be approved in writing by Owner. If the subs listed on Attachment "C" are approved by the Owner, you will be notified in your notice to proceed. Any additional subcontractors needed during the contract period shall be approved by written letter from the owner. If subcontractors are not approved, you will be notified prior to approval of contract by City Council. See Section 39 for Correction to City of Huntsville Standards Specifications for Construction.

**7. BID BOND**

Accompanying this proposal is a certified check or original signed, dated and sealed bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices, not exceeding \$10,000.00 dollars, payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

**8. N/A**

## 9. LIABILITY INSURANCE (SEE ALSO ATTACHED INSURANCE FOR CONTRACTORS, WHICH IS SHOWN AS SECTION 24.)

The Contractor shall provide and maintain comprehensive general public liability insurance protecting the Contractor and the City against claims arising out of or resulting from the Contractor's operation under his contract for personal injury or property damage with minimum combined single limits of \$1,000,000, whether such operations are performed by himself, or by anyone directly or indirectly employed by them. In addition, a copy of the policy may be requested upon award. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of work and said certificate shall provide that policies will not be altered or canceled until at least 30 days prior written notice has been given to the City.

The Contractor shall indemnify and hold the OWNER, its officers and employees harmless from any suits, claims, demands, damages, liabilities, costs and expenses including reasonable attorney's fees, arising out of or resulting from the performance of the work. Certificates of insurance are required naming the City as the Certificate Holder. The Certificates should reflect the insurance coverage required herein. The Certificates are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. The Certificates must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, P.O. Box 308, Huntsville, Alabama 35804, Attention: Penny Kelly.

## 10. LICENSES AND CLASSIFICATIONS

In order to receive the award of this contract, the Contractor shall be required to possess a valid general contractor's license in accordance with Code of Alabama §§34-8-2 (1975) and (1996 amended) Code of Alabama as stated in Section 1 above. This general contractor's license shall be a State of Alabama general contractor's license and shall be maintained throughout the term of this contract. A valid City of Huntsville license shall also be maintained throughout the term of this contract.

The required classification for this project is stated in the Notice to Contractors also known as Attachment "E".

## 11. PERMITS

Additionally, the contractor shall be required to obtain and pay for all other federal, state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein. A City of Huntsville Contractor's License must be obtained from the City of Huntsville Inspection Department at the time signatures are obtained on contracts. A copy of City of Huntsville license shall be provided to the OWNER at the time the contract is executed.

## 12. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project, the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five percent (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Owner reserves the right to withhold payments for, but not limited to: a) defective work not remedied or defective materials not removed from site; b) claims filed, or reasonable evidence indicating imminent filing of claims against the Contractor; c) failure of the Contractor to make payments properly to subcontractors for labor, materials and equipment; d) a reasonable doubt that the Contract can be completed for the balance then unpaid; e) damage to another Contractor; f) performance of work in violation of the terms of the Contract; g) expiration of Contract time. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on disk. The hard copy will be printed from the disk. A sample copy of the invoice is attached as Attachment "F". The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to the Administrative Officer in the Engineering Department. No further retainage will be held after fifty percent (50%) of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed. SEE SECTION 32 FOR INFORMATION ON FINAL PAYMENT.

## 13. N/A

## 14. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, and SITE WORK

Before submitting a proposal, bidders shall examine carefully the site of the proposed work, the general and local conditions, the proposal form, standard specifications, supplemental specifications, special provisions, and the bid bond form, and it is mutually agreed that the submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the conditions to be encountered in performing the work, and to the requirements of plans, standard specifications, supplemental specifications, special provisions, contract, and bonds. No adjustments or compensation will be allowed for losses caused by failure to comply with this requirement. Boring logs and other records of subsurface investigations may be available for inspection by bidders. Bidders shall request such records if they are not otherwise provided with bid documents. If available, it is understood that such information was obtained and is intended for the City of Huntsville's design and estimating purposes only. It is made available to bidders that they may have access to identical subsurface information available to the City, and is not intended as a substitute for personal investigation, interpretations and judgment of the bidders. Bidders are advised that the City disclaims responsibility for any opinions, conclusions, interpretations, or deductions that may be expressed or implied in any of the information presented or made

available to bidders; it being expressly understood that the making of deductions, interpretations, and conclusions from all of the accessible factual information is the bidder's sole responsibility.

The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, or error omission which the Contractor may discover with respect to these documents before proceeding with the affected work. The issuance or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including drawings and specs for the project which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, the OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not, rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

#### 15. INCLUSIONS TO CONTRACT

The parties further agree that the advertisement for bids, instructions to bidders, contractor's proposal, plans and specifications, general requirements, supplement to general requirements and general terms and conditions, together with any addenda thereto, made prior to submission of the contractor's proposal and all modifications agreed to by the parties and issued after the execution of this contract are a part of this contract as if fully set out herein.

#### 16. COMMENCEMENT OF WORK

It is further understood and agreed that the Contractor shall commence work to be performed under this contract within fifteen (15) days from the date of this contract, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

#### 17. CONTRACT TIME

All work is to be completed within the allotted time of the original contract, which is stated in the bid proposal documents, unless a valid change order has been issued which alters the contract time period.

#### 18. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 - "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. (See Section 12.). Attachment "F" - Sample of Request for Payment with Liquidated Damages shall become a part of the contract documents. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date.

**Section 80.11 - "Schedule of Liquidated Damages" has been amended as follows effective 2/1/11 and revised in COH specifications 3/7/11:**

| Original Contract Amount |                  | Liquidated Damages Daily Charge |          |
|--------------------------|------------------|---------------------------------|----------|
| More Than                | To and Including | Calendar Day or Fixed Date      | Work Day |
| \$ 0                     | \$ 100,000       | \$ 200                          | \$ 400   |
| \$ 100,000               | \$ 500,000       | \$ 550                          | \$ 1,100 |
| \$ 500,000               | \$ 1,000,000     | \$ 900                          | \$ 1,800 |
| \$ 1,000,000             | \$ 2,000,000     | \$ 1,350                        | \$ 2,700 |
| \$ 2,000,000             | *****            | \$ 1,550                        | \$ 3,100 |

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

#### 19. STORAGE OF MATERIALS

The Contractor shall not permit the storage of materials on or use of any property outside the right-of-way easement or property identified as the project site.

#### 20. TRAFFIC FLOW

The Contractor shall be responsible for the uninterrupted, orderly and safe flow of traffic around, on, over or across the project site.

#### 21. TERMINATION FOR CONVENIENCE

A. The City may for any reason whatever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when the termination becomes effective.

B. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of their termination of subcontracts and orders. The City may direct the Contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

C. The Contractor shall transfer title and deliver to the Owner such completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

D. (1) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within six (6) months from the effective date of termination, the owner shall pay the Contractor, an amount derived in accordance with subparagraph (3) below.

(2) The City and the contractor may agree to the compensation, if any, due to the Contractor hereunder.

(3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:

(a) Contract prices for labor, materials, equipment and other services accepted under this Contract.

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any. Costs incurred in performing the terminated portion of the work must have been incurred prior to the effective date of the termination.

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph B of this clause. These costs shall not include amounts paid in accordance with other provisions hereof.

The Total sum to be paid the Contractor under this clause shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

#### 22. TERMINATION FOR CAUSE

A. If the Contractor persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or material, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled or receive any further payment until the Work is finished.

B. If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the additional professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

- C. In the event the employment of the Contractor is terminated by the City for cause pursuant to Paragraph A and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the provisions of the Termination for Convenience clause shall apply.

### 23. UNBALANCED BIDS

The City may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items. A bid is materially unbalanced when it is based on prices which are significantly overstated or understated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the City even though it may be the low evaluated bid.

### 24. ADDITIONAL INSURANCE REQUIREMENTS

The Contractor shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The Contractor shall procure and maintain for the duration of the job until final acceptance by the Owner, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

#### A. MINIMUM SCOPE OF INSURANCE

##### 1. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the Owner's approval. General Liability Coverage and Owners Contractors Protective Insurance should be written by this same insurance company.

Commercial General Liability

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

##### 2. Professional Liability

N/A

##### 3. Automobile Liability

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

##### 4. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

##### 5. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

#### B. MINIMUM LIMITS OF INSURANCE

##### 1. General Liability

Commercial General Liability on an occurrence form for bodily injury and property damage:

|             |                                           |
|-------------|-------------------------------------------|
| \$2,000,000 | General Aggregate Limit                   |
| \$2,000,000 | Products - Completed Operations Aggregate |
| \$1,000,000 | Personal and Advertising Injury           |
| \$1,000,000 | Each Occurrence                           |

2. Professional Liability

N/A

3. Automobile Liability

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

4. Worker's Compensation

As required by the State of Alabama Statute.

5. Employers Liability

|           |                         |
|-----------|-------------------------|
| \$100,000 | Bodily Injury           |
| \$500,000 | Policy Limit by Disease |

C. OTHER INSURANCE PROVISIONS

The Owner is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Owner's best interest. If the insurance requirements are not adjusted by the Owner prior to the Owner's release of specifications with regard to the project in questions, then the minimum limits shall apply.

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages Only:

a. The Owner, its officers, employees, agents and specified volunteers are to be covered as Additional Insureds, as their interest may appear, as respects: liability arising out of activities performed by or on behalf of the contractor, architect, engineer, land surveyor or consulting firm for products used by and completed operations of the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees, agents or specified volunteers.

b. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees, agents, and specified volunteers, as their interest may appear. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents or specified volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

a. The Contractor is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner. Cancellation of coverage for non-payment of premium will require ten (10) day's written notice to the Owner.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B + V.

E. VERIFICATION OF COVERAGE

The Owner shall be indicated as a Certificate Holder and the Contractor shall furnish the Owner with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the

Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. SUBCONTRACTOR WORKING FOR GENERAL CONTRACTOR, OR ARCHITECT, ENGINEERS, LAND SURVEYORS OR CONSULTING FIRMS WORKING FOR THE ENGINEER OF RECORD**

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. The Engineer of Record shall include all architects, engineers, land surveyors or consulting firms as insured under its policies other than professional liability, or shall furnish separate certificates and/or endorsements for each architect, engineer, land surveyor or consulting firm. Subcontractors working for the contractor or architects, engineers, land surveyors, or consulting firms working for the Engineer of Record shall be required to carry insurance.

**G. HOLD HARMLESS AGREEMENT**

**1. Other Than Professional Liability Exposures**

The Contractor, architect, engineer, land surveyor or consulting firm, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and (2) is caused by any negligent act or omission of the contractor, architect, engineer, land surveyor or consulting firm, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. The architect, engineer, land surveyor or consulting firm agrees that as respects to negligent acts, errors, or omissions in the performance of professional services, to indemnify and hold harmless the City of Huntsville, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any such negligent acts, errors, or omissions of the architect, engineer, land surveyor or consulting firm or any of their subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable.

**25. DOMESTIC PREFERENCES**

In the performance of this contract, the contractor shall comply with Ala Code (1975) §§ 39-3-1 through 39-3-5 in supplying steel, materials, supplies, other products, and labor. Failure to comply with these requirements shall subject the contractor to the penalties set forth in the sections of the Alabama Code set forth above.

**26. TIME IS OF THE ESSENCE**

Time is of the essence in the performance of this contract.

**27. NO DAMAGES FOR DELAYS**

In the event that the Contractor is delayed in the performance of the work for the reasons set forth in 80.09 of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991, then the Contractor's recovery for such delay shall be limited to the extensions of time in contract performance in accordance with the provisions of §80.09 and in §4(c) "Changes in Contract Time" as set forth in the Request for Bids.

In such circumstances, time extensions are the sole remedy provided to the Contractor. The Contractor shall make no claim for extra compensation due to delays of the project beyond his control. Such delays may include those caused by an act of neglect on the part of the owner or the engineer, or by an employee of either, or by any separate contractor employed by the Owner, or by any changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, adverse weather condition not reasonably anticipatable, unavoidable casualties, or by delay specifically authorized by the owner in writing pending the resolution of any disputes, or by any other cause which the Owner determines may justify delay.

**28. CONTRACTOR RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO CONSTRUCTION INITIATION**

The Contractor's attention is specifically directed to §50.07 -Cooperation with Utilities and Non-Highway Public Facilities of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991. In addition to the responsibilities placed on the Contractor by that clause, the Contractor shall be responsible for having existing utilities located prior to excavations. The existence and location of any underground utility pipes or structures shown on these drawings have been obtained by a search of the available records. The City assumes no responsibility as to completeness or accuracy of the depicted location on these drawings. The Contractor shall be responsible for taking precautionary measures to

protect the utility lines shown and all other lines not of record or not shown on these drawings by verification of their location in the field prior to the initiation of the work.

**29. CORRECTION TO CITY OF HUNTSVILLE'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF PUBLIC IMPROVEMENTS, CONTRACT PROJECTS, 1991**

§80.09 (b) 2. of the City of Huntsville's Standard Specifications for the Construction of Public Improvements, Contract Projects, 1991 refers to the definition of recovery time as being set forth in Section 10.01. Inasmuch as this definition was omitted from §10.01, the following definition shall be incorporated :

**Recovery Time.** Recovery time is defined as the time required, after the controlling item or items of work have been substantially damaged as a result of conditions and causes beyond the control of the Contractor and not due to his negligence of fault, to restore the work to the condition existing prior to such damage so that normal operations can be resumed on the contract pay items. Recovery time shall be the number of days required by the Contractor, working with normal forces, to restore the work as described above.

**30. WARRANTIES**

Contractor shall provide a minimum of one year warranty of all materials and services from date of final completion. Additionally, all manufacturer's warranties on materials used in providing the services shall be provided to the owner with the final payment request. Separate warranty bonds may be required on specialty items as determined by the Owner and will be shown as a separate line item in the quantities prior to bidding.

**31. COORDINATION WITH OTHER CONTRACTORS**

It shall be the responsibility of the contractor to coordinate with other separate contractors who may be working on the site or an adjacent site with regards to access to the site, storage of materials and working on a non-interference basis.

**32. W-9 TAXPAYER FORM**

All vendors/contractors are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded, unless vendor/contractor is already registered and doing business with the City. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be obtained at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)

**33. FINAL PAYMENT**

Final payment to construction contractor will be made after contractor provides the following: advertising of completion for four (4) consecutive weeks, lien waivers have been provided from all subcontractors, Record Drawings (As-Builts) have been submitted to the OWNER by construction contractor, all property pins have been reset by a licensed land surveyor hired by the construction contractor to meet "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors, and all construction signs have been removed. This final payment will be retainage only. All work shall be complete prior to advertisement of completion. Advertisement of completion shall be in a Huntsville local newspaper. The final payment request of retainage only shall be submitted along with two (2) original, certified copies (with raised notary seal) of the advertisement of completion, warranties, lien waivers and Record Drawings. The advertisement of completion must read as follows:

**LEGAL NOTICE (Header)**

(company name) hereby gives Legal Notice of Completion of Contract with (project name), (project no.(s)) located in the City of Huntsville, Alabama. All claims should be filed at (company address) during this period of advertisement, i.e. June 17, 24, July 1, 8, 2011 (example of dates).

**34. PROJECT COMPLETION DATE**

The project completion date will be a date mutually agreed upon by the OWNER and Contractor. This date will be after all items have been completed. Therefore, all work will be complete before any advertisement of completion is made. The completion date will always be before the first advertisement date. This final project completion date will be the date used to determine the one year warranty for all work and materials, unless a separate warranty bond has been called for as a line item prior to bidding.

**35. RECORD DRAWINGS****POLICY FOR RECORD DRAWINGS**

The purpose of this policy is to document procedures for the preparation and delivery of Record Drawings. Record Drawings shall include all changes in the plans, including those issued as Change Orders, Plan Clarification, Addenda, Notice to Bidders, responses to Requests for Information, Jobsite Memos, and any additional details needed for the construction of the project, but not shown on the plans. After completion of all construction and before final acceptance is made, the Contractor shall submit one set of full size record drawings with dimensioned changes shown in red pencil, and one digital copy of record drawings using the criteria listed below.

**City Construction Projects:**

The Contractor shall be responsible for field surveying upon substantial completion of construction (to be performed by a registered land surveyor in Alabama). Contractor is responsible for providing digital record drawings showing all info specified below, as applicable. Record drawings shall be maintained by the Contractor at the work site and shall be updated based on job progress to reflect all changes. Record drawings shall be made available for review on a monthly basis at the job site. A monthly review of record drawings will be part of the monthly monetary progress review. Progress payments may be withheld if the Record Drawings are not kept up-to-date. A late review could result in a delay of payment.

**Format Requirements for all record drawing submittals:**

All drawings shall be prepared in Micro Station .DGN format, unless otherwise approved by the City Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files should have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone coordinates as described in The Code of Alabama (1975), section 35-2-1 and NGVD 1929. Digital files shall be submitted on 4-3/4" CD ROM, 100 MB zip drive, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T. P. Site. Contractor is required to certify that record drawings are in the correct format upon submittal. Record Drawings shall be prepared and provided to the OWNER in the manner required and described below in Level Symbolology.

**Record Drawing Criteria, unless otherwise noted by City Engineer:****1. Roadways:**

- a. Any changes during construction of roadway/intersections that differ from plan drawings.

**2. Sanitary Sewers:****a. Gravity Line**

- i. Horizontal Location of Manholes – Northing and easting Coordinates
- ii. Vertical Location of Manholes – Lid elevation and Invert elevation.
- iii. Changes in location of clean outs, or end of service lateral.
- iv. Changes in length, slope, size, or material of lines.

**b. Force Mains**

- i. Horizontal Location of Air Relief/Vacuum/Isolation Valves – Northing and easting Coordinates
- ii. Horizontal and Vertical Location of Fittings/Bends
- iii. Changes in length, size, depth or material of lines
- iv. Changes in restraint types

**c. Pump Stations**

- i. Changes in Structural Requirements – (length, width, thickness, cover, laps, bar size, spacing, materials, material strengths, etc.)
- ii. Changes in Site Development and/or Landscaping
- iii. Changes in Equipment

**3. Storm Drainage:****a. Structures (boxes, inlets, end treatments, etc.):**

- i. Horizontal locations of Features – Northing and easting coordinates
- ii. Vertical location of Features – Tops and Inverts
- iii. Changes in type, size, or material of feature.

**b. Pipes / Culverts:**

- i. Document length
- ii. Document slope
- iii. Document size
- iv. Document Invert elevation
- v. Changes in material of structure

## c. Flumes, Ditches, and/or Swales/Berns: (the following are minimum requirements).

## i. Horizontal location (to verify location within described easements)

|                                        |                                                        |
|----------------------------------------|--------------------------------------------------------|
| For easement widths less than 15- feet | At 100-foot intervals along the centerline of feature. |
| For easement widths 15-feet or Greater | At 200-foot intervals along the centerline of feature. |

## ii. Vertical location (to verify positive drainage)

|                            |                                                        |
|----------------------------|--------------------------------------------------------|
| For slopes less than 0.5%  | At 50-foot intervals along the centerline of feature.  |
| For slopes 0.5% or greater | At 100-foot intervals along the centerline of feature. |

## iii. Changes in width or material of feature.

## iv. Changes in location and type of geotechnical fabric used.

## v. Changes in overall grading of site topography.

## d. Detention / Retention Facility:

## i. Changes in size, location, or material of facility.

## ii. Changes in location and type of geotechnical fabric used.

## iii. Where applicable, copy of maintenance agreement.

**Checklist for review of record drawings:**

- a. Changes in sidewalk location or size.
- b. Changes in shoulder widths.
- c. Changes in grades at intersections. (also to include changes in island location)
- d. Changes in location of driveway aprons.
- e. Changes in pavement section, to be supported by adequate documentation.
- f. Changes in gutter flow line elevation. (could be substituted in 3b) versus edge of pavement).
- g. Geotechnical fabric locations, to include vertical elevation.
- h. Changes in Traffic Engineering related items such as signals, signage and markings, etc.

Any other changes that may have occurred during construction.

**LEVEL SYMBOLOGY**

| DESIGN LEVEL | CONTENTS                                               | LINE CODE | COLOR | WEIGHT | TEXT SIZE | FONT | CELL NAME |
|--------------|--------------------------------------------------------|-----------|-------|--------|-----------|------|-----------|
| 1            | State Plane Coordinate Grid                            | 0         | 0     | 0      | 20        | 0    |           |
| 2            | Benchmarks                                             | 0         | 0     | 0      |           |      |           |
| 3            | Street Text                                            | 0         | 3     | 0      | 20        | 0    |           |
| 4            | Street R/W                                             | 7         | 0     | 0      |           |      |           |
| 5            | Street Centerline                                      | 7         | 0     | 0      |           |      |           |
| 6            | Street Pavement                                        | 0         | 3     | 0      |           |      |           |
| 6            | Proposed Street Pavement                               | 3         | 16    | 0      |           |      |           |
| 7            | Parking Lots                                           | 1         | 3     | 1      |           |      |           |
| 8            | Secondary Roads                                        | 2         | 3     | 0      |           |      |           |
| 8            | Trails                                                 | 3         | 3     | 0      |           |      |           |
| 9            | Secondary Roads/Trails Text                            | 0         | 3     | 0      | 20        | 0    |           |
| 10           | Sidewalks                                              | 5         | 3     | 0      |           |      |           |
| 11           | Bridges/Culverts                                       | 0         | 0     | 0      |           |      |           |
| 12           | Hydrology - Major                                      | 6         | 1     | 0      |           |      |           |
| 12           | Hydrology - Minor, Ditches                             | 7         | 1     | 0      |           |      |           |
| 13           | Hydrology - Text                                       | 0         | 1     | 0      | 25        | 23   |           |
| 14           | Tailings & Quarries, Athletic Fields/Text, misc. areas | 0         | 1     | 0      |           |      |           |
| 15           | City Limits/County Line                                | 1         | 0     | 3      |           |      |           |

|    |                                                              |   |     |   |       |   |                  |
|----|--------------------------------------------------------------|---|-----|---|-------|---|------------------|
| 16 | City /limit text                                             | 0 | 0   | 1 | 30    | 0 |                  |
| 17 | Railroad Tracks<br>(Patterned)                               | 0 | 2   | 0 |       |   | RR               |
| 18 | Railroad Text                                                | 0 | 2   | 0 | 25    | 0 |                  |
| 19 | Railroad R/W                                                 | 2 | 2   | 0 |       |   |                  |
| 20 | Utility Poles (Cell)                                         | 0 | 5   | 0 |       |   | P POLE           |
| 21 | Utility Easements                                            | 3 | 5   | 0 |       |   |                  |
| 22 | Utility Text                                                 | 0 | 5   | 1 |       |   |                  |
| 23 | Geographic Names                                             | 0 | 3   | 1 |       |   |                  |
| 24 | Building Structures                                          | 0 | 0   | 0 |       |   |                  |
|    | Pools and Text                                               | 0 | 1   | 0 | 10    | 1 |                  |
| 24 | Future Site of<br>Structures                                 | 2 | 0   | 0 |       |   | STRUCT           |
|    | Existing Structures<br>(exact location and<br>shape unknown) | 2 | 0   | 0 |       |   | STRCEX           |
| 25 | Property Lines                                               | 6 | 6   | 1 |       |   |                  |
| 26 | Cadastral Polygons                                           | 6 | 6   | 0 |       |   |                  |
| 27 | Ownership Text                                               | 0 | 6   | 1 |       |   |                  |
| 28 | Cemeteries/Text                                              | 4 | 6   | 0 | 10    | 1 |                  |
| 29 | Lot Numbers                                                  |   |     |   | 25    | 0 |                  |
| 30 | Block Numbers                                                |   |     |   | 30    | 0 |                  |
| 31 | Addition Names                                               | 0 | 0   | 0 | 35    | 0 |                  |
| 32 | Open                                                         |   |     |   |       |   |                  |
| 33 | Lot Ticks                                                    |   |     |   |       |   |                  |
| 34 | Lot Lines/Property<br>Lines                                  | 6 | 6   | 0 |       |   |                  |
| 35 | Trees/Hedge Rows                                             | 0 | 6   | 0 | AS=1  |   | TREES            |
| 36 | GPS Monuments                                                | 0 | 5   | 0 | 15    | 0 | GPS              |
| 37 | 2' Topo Contour                                              |   |     |   |       |   |                  |
| 38 | 5' Topo Contour                                              | 0 | 7   | 0 |       |   |                  |
| 39 | 25' Major Topo<br>Contour                                    | 0 | 7   | 0 |       |   |                  |
| 40 | X Spot Elevation                                             | 0 | 7   | 0 |       |   |                  |
| 41 | FEMA<br>Monuments/Labels                                     | 0 | 3/0 | 0 | 18    | 1 | GPSPNT           |
| 42 | Quarter Sections                                             |   |     |   |       |   |                  |
| 43 | Section Lines                                                | 0 | 5   | 0 |       |   |                  |
| 44 | Features                                                     | 0 | 2   | 0 |       |   |                  |
| 44 | Cell Towers                                                  | 0 | 12  | 0 | AS=1  |   | CEL/TWR          |
| 45 | Fences (Pattern)                                             | 0 | 8   | 0 | AS=1  |   | FENCE            |
| 46 | Format/Legend                                                | 0 | 0   | 0 |       |   | Limleg<br>Madleg |
| 47 | Mass Points                                                  | 0 | 7   | 2 |       |   |                  |
| 48 | Break Lines                                                  | 0 | 7   | 2 |       |   |                  |
| 49 | Open                                                         |   |     |   |       |   |                  |
| 50 | Signs                                                        |   |     |   |       |   |                  |
| 51 | Open                                                         |   |     |   |       |   |                  |
| 52 | Open                                                         |   |     |   |       |   |                  |
| 53 | Open                                                         |   |     |   |       |   |                  |
| 54 | Open                                                         |   |     |   |       |   |                  |
| 55 | Open                                                         |   |     |   |       |   |                  |
| 56 | Property Address                                             | 0 | 1   | 0 |       |   |                  |
| 57 | Text Tag for<br>Buildings                                    | 0 | 1   | 0 | 10-20 | 1 |                  |
| 58 | Open                                                         |   |     |   |       |   |                  |
| 59 | Open                                                         |   |     |   |       |   |                  |
| 60 | Open                                                         |   |     |   |       |   |                  |
| 61 | Open                                                         |   |     |   |       |   |                  |
| 62 | Monuments for Setup<br>(point cell)                          |   |     |   |       |   |                  |
| 63 | Open                                                         |   |     |   |       |   |                  |

**36. LIEN WAIVERS**

Lien waivers will be required from all subcontractors working for the contractor. These lien waivers shall be included with your final payment package. The contractor is responsible for obtaining signatures from his subcontractors. If no subcontractors are used, contractor must provide a statement indicating such.

**37. LOWEST RESPONSIBLE BIDDER**

For the purpose of determining the lowest responsible bidder, the OWNER shall consider the base bid amount together with any options set forth in the Request for Bids. In the event that the City does not have sufficient funds to award both the base bid and all options, then the City reserves the right to determine the lowest responsible bidder on the base bid only or the base bid and the number of options affordable considering the funds available to the City for the procurement. This method for determining the low bidder is for the purpose of allowing the City to procure the most advantageous bid for the OWNER. City of Huntsville reserves the right to award any and/or all options at any time during the life of the contract.

**38. NON-RESIDENT BIDDERS**

"In awarding the Contract, preference will be given to Alabama resident contractors and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the Contract only on the same basis as the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances."

**39. CORRECTION TO SECTION 80.08(C) of The City of Huntsville "STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS" is revised as shown:**

(C) DAYS WORK NOT PERMITTED: The Contractor shall not permit work on any pay item to be done on Sundays and the following holidays: New Year's Day, Martin Luther King's Birthday as nationally observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, except with permission of the Director.

**40. CORRECTION TO SECTION 80 - PROSECUTION AND PROGRESS 80.01 Subletting and Contract. (a) LIMITATIONS**

The Contractor shall not sublet the contract or any portion thereof, or of his right, title, or interest therein, without written consent of the DIRECTOR. If such consent is given, the Contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than 30 percent of the total contract cost. Any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of such specialty items performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the contractor with his own organization. No sub-contracts, or transfer of contract, shall relieve the Contractor of his liability under the contract and bonds. The Department reserves the right to disapprove a request for permission to sublet when the proposed Subcontractor has been disqualified from bidding for those reasons listed in Subarticle 20.02(b) and Article 30.03.

**41. CORRECTION TO SECTION 80 - PROSECUTION AND PROGRESS 80.03 Progress Schedule of Operations**

A critical path schedule is required within thirty (30) days after award. The critical path schedule must be submitted in Microsoft Projects format (electronic format and hard copy), with the critical path highlighted. The critical path schedule shall show information on the task or tasks that must be finished on schedule for the project to finish on schedule. Task dependencies, constraints, and relationships shall be shown on the schedule. If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED. See section 80.03 and 80.04 for additional requirements.

**42. CORRECTION TO SECTION 80 - PROSECUTION AND PROGRESS 80.09 (b) Contracts on a Calendar Day or Calendar Date Basis**

§80.09 (b) first paragraph reads: "When the notice to proceed is delayed more than 10 calendar days after execution of the contract, the date of completion will be extended . . ." Shall be amended to read "When the notice to proceed is delayed more than 15 calendar days after execution of the contract, the date of completion will be extended . . ."

Section 80.09(B) is revised to remove the last sentence of the first paragraph: ( "Also where the total cost of the completed work exceeds the total cost shown on the proposal, an extension in calendar days will be granted the Contractor, as provided in Section 80.09(a)1." ) It is replaced by: "Where the scope of work is increased, an extension of time commensurate with the scope of the change may be granted by the OWNER, when in his judgment, the facts justify an extension. The contractor shall provide justification substantiated to the satisfaction of the OWNER with any requests for time extensions. Justification shall include, but not be limited to, a revised schedule showing the impact to critical path tasks. "

**43. CORRECTION TO SECTION 105 – EXCAVATION AND EMBANKMENT 105.04 (a) Method of Measurement**

Section 105.04 will remain as stated when estimated borrow material is less than 2500 C.Y.

When estimated borrow material is more than 2500 C.Y., Section 105.04 is revised to remove the last paragraph: "Borrow material will be measured at the point of delivery, inside the delivery truck less 30 percent for shrinkage."

**44. CORRECTION TO SECTION 847 – PIPE CULVERT JOINT SEALERS**

Section 847 is deleted and replaced with Section 846 – Pipe Culvert Joint Sealers, ALDOT Specifications for Highway Construction, Current Edition.

**45. NPDES CONSTRUCTION REQUIREMENTS**

For areas of this project meeting the Alabama Department Of Environmental Management (ADEM) definition of a "Construction Site", the Contractor shall prepare and apply for, pay the necessary fees, post the required registration at the jobsite prior to commencing work, and maintain the worksite and records in accordance with the ADEM requirements for National Pollutant Discharge Elimination System (NPDES) registration. Off site borrow pits utilized in the construction of this project are included in the requirement. NPDES Construction Site is construction that disturbs 1 acre or greater or will disturb less than 1 acre but is part of a larger common plan of development or sale whose total land disturbing activities total 1 acre or greater. An NPDES construction site also includes construction sites, irrespective of size, whose stormwater discharges have a reasonable potential to be a significant contributor of pollutants to a water of the State, or whose stormwater discharges have a reasonable potential to cause or contribute to a violation of an applicable Alabama water quality standard as determined by the Department. The Contractor is referred to the "Alabama Department Of Environmental Management Field Operations Division – Water Quality Program - Division 335 – 6" for complete definitions and requirements. The Contractor is also referred to Item 11 of these General Requirements, sections 50.15, 50.16, and 70.02 of the City of Huntsville Standard Specifications For Construction Of Public Improvements, Contract Projects (Specifications)

Contractor violations of the permit by rule which results in enforcement actions from ADEM including fines and/or work stoppage shall be the responsibility of the Contractor. Fines assessed to the Contractor or the OWNER because of Contractor action shall be paid by the Contractor. No extension of contract time shall be considered as a result of enforcement. Enforcement history will also be considered by the OWNER in its decision to issue future proposals or award future contracts in accordance with disqualification provisions of Section 20.02(b) of the Specifications.

**46. DELETION OF SECTION 50.01 – Authority of the Engineer of Record**  
This section is deleted.

**47. SHOP DRAWINGS**

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

**48. E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included as Attachment "I" in these specifications.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

#### 49. CITY OF HUNTSVILLE'S TRAFFIC ENGINEERING DEPARTMENT CONSTRUCTION REQUIREMENTS

For areas of this project that require removal of traffic loops, striping, markings, rpm's and ceramic markers, the following shall apply:

1. **TRAFFIC SIGNAL LOOP REPAIRS** – All vehicular and bicycle detector loop replacements shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic signal loops shall be replaced exactly as existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of loops, location of any associated items for loop operation and assuring that loops are replaced exactly as existed prior to paving. All vehicular and bicycle loop repairs shall be replaced within fourteen (14) calendar days after paving work.
2. **TRAFFIC SIGNAL STRIPING, MARKINGS, RAISED PAVEMENT MARKERS AND CERAMIC MARKERS FOR GUIDANCE** - All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. Unless otherwise specified, traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced exactly as traffic striping, markings, raised pavement markers and ceramic markers for guidance existed prior to any paving or resurfacing work. The general contractor will be responsible for documenting location of all striping, markings, raised pavement markers and ceramic markers for guidance and assuring that all are replaced exactly as existed prior to paving. All traffic striping, markings, raised pavement markers and ceramic markers for guidance shall be reflectorized. All resurfaced areas shall be marked with temporary striping and markings for traffic usage by nightfall each day, 7 days a week, in accordance with State of Alabama regulations. All permanent striping, markings, raised pavement markers and ceramic markers for guidance shall be replaced within thirty (30) calendar days after paving work.

#### 50. SURVIVABILITY OF CONTRACT PROVISIONS

Termination of this Contract by either party shall not affect the rights and obligations of the parties that accrued prior to the effective date of the termination. Terms and conditions of the contract that survive termination include, but are not necessarily limited to, provisions regarding payments, insurance, termination, warranty, governing law of the contract, liquidated damages, bonding requirements, notice procedures, waiver, and other requirements necessary and appropriate for the proper resolution of disputes, claims, and enforcement of the rights of the parties.

#### 51. SURETY BONDS

The Contractor shall furnish separate performance and payment bonds to the Owner within fifteen (15) days after the date of acceptance of this proposal by City Council action. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in forms suitable to the Owner, in conformance with all the requirements of the Code of Alabama (1975), §39, and shall be executed by a surety, or sureties, reasonably suitable to the Owner. All bonds must be approved by the Mayor and the Clerk-Treasurer of the City of Huntsville.

#### 52. GOVERNING LAW

The Contract shall be governed by the laws of the State of Alabama.

#### 53. ALABAMA IMMIGRATION ACT (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "H". The bidder selected for award of the contract may be required to complete

additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

#### **54. SUCCESSORS AND ASSIGNS**

The Owner and Contractor bind themselves, their successors and assigns to the other party hereto and to successors and assigns of such other party in respect to covenants, agreements, and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner. In no event shall a contract be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder.

#### **55. WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

#### **56. RIGHTS AND REMEDIES**

Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

#### **57. ENTIRE AGREEMENT**

This Contract represents the entire agreement between the Owner and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.



# HUNTSVILLE

Shane Davis, P.E.  
Director of  
City Engineering

Tommy Battle  
Mayor

## **THORNTON AVENUE DRAINAGE IMPROVEMENTS, PHASE III**

**Project No. 65-12-DM18**

*mlc*

**April 9, 2012**

### **Addendum #1**

The attached pre-bid meeting minutes, all addenda, and attachments for the above- referenced project will become part of the contract documents.

Contractors are authorized to download quantities from website and paste to floppy disk or CD of their choice; one or the other must be submitted with the original bid packet. In addition, two hard copies must be submitted and signed with original bid packet. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail. However, calculations must be accurate and will be verified manually.

- Any bidder who designates a change on the outside of the envelope understands that any deletions or additions designated, bidder must further indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid.

## The Star of Alabama

**Questions from Contractors:**

**Q:** Is the existing shed to be removed or just relocated?

**A:** The existing shed behind 600 Thornton Ave. will need to be removed from the job site (that is what the property owner has requested).

**Q:** Can the temporary fencing be the orange safety fence like is being used now?

**A:** The orange fence can be used only on the north side of the culvert behind 600 and 602 Thornton Ave.; everywhere else the "Temporary Dog Wire Fence" as being used by the existing contractor will be required.

**Q:** Will steps be required in the open throat inlets?

**A:** No steps will be required.

**Q:** State Standard shows a slab thickness of 9 ½" for a DBL 10' x 4' with a 3'-6' ft fill height. The typical section on the contract drawings shows a 9" top and bottom slab. Which slab thickness prevails?

**A:** See answer to Question 1 in pre-bid minutes.

**Q:** Will the existing chain link fence that is shown crossing over the top of the culvert go back in the same location? If so is there a detail showing the attachment methods to the top of the culvert?

**A:** See answer to Question 7 in pre-bid minutes.

**Q:** What type of rolled sod is required? With rolled sod it will be difficult to match existing grass types as these types change over the length of the project.

**A:** See answer to Question 3 in pre-bid minutes.

**E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included in the project specifications.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

- Bidders' attention is directed to the following new item (#53) in the "Supplement to General Requirements for Construction of Public Improvements" document as posted on the COH website for this project:

**53. ALABAMA IMMIGRATION ACT** (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "H". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

All addenda must be acknowledged either on the outside of the bid envelope or on the third page of your bid proposal known as Attachment "B".

**Attachment: Pre-Bid Minutes**

**END OF ADDENDUM #1**

## PRE-BID MEETING

PROJECT NAME: Thornton Avenue Drainage Improvements, Phase III

PROJECT #: 65-12-DM18

DATE: 4/4/12

PROJECT ENGINEER: Marty Calvert

The following people were in attendance at the pre-bid meeting:

|                    |                        |
|--------------------|------------------------|
| Jason Kirkland     | City of Huntsville-Eng |
| Mary Hollingsworth | City of Huntsville-Eng |
| Penny Kelly        | City of Huntsville-Eng |
| Tommy Ray          | City of Huntsville-Eng |
| Marty Calvert      | City of Huntsville-Eng |
| Mark Seeley        | Miller & Miller        |
| Matt Mullins       | Miller & Miller        |
| Jerald Abernathy   | McDonald Brothers      |
| Joe Eckardt        | Angelo Iafrate         |
| Jerry JT Thompson  | Angelo Iafrate         |
| Wanda Rice         | Stanley                |

1. Introduction of all persons present, their roles, chain of command, importance of submittals to Project Engineer.

Project Engineer: Marty Calvert, COH Engineering Division

Project Inspectors : Jason Kirkland, COH Engineering Division  
Tommy Ray, COH Engineering Division

Jason Kirkland will be the main contact for the project.

2. Project Engineer gave a brief description of work.

The project involves the construction/extension of 350 feet of an existing double 9.38' x 3.00' reinforced concrete box culvert. The existing culvert will be completed and ready for the contractor to attach and extend. The project requires excavation, removal and disposal of existing corrugated metal pipes, disposal of excess material, preparation of the site including: project access, clearing, grubbing, placement of temporary construction fencing (note: because the project is in a residential area and in a city park; we want to keep the work area secluded as much as we can from the traveling public, children, trespassers, etc.

so construction fencing has been set up in the contract as pay items); The project includes bypass pumping, dewatering, and maintaining storm water flow through the project.

3. Progress Schedule of Operations were discussed, as well as erosion control plan, disposal of debris from clearing and grubbing, plan for control of concrete temperature during hot/cold weather, etc. **If the progress report (critical path) is not received, YOUR first pay estimate will NOT BE PROCESSED UNTIL IT IS RECEIVED).**
4. Discuss all Permits.

No ADEM or Corps of Engineer Permits are required for this project.

5. Utility Project Notification – Utility company representatives should give a description of their utility conflicts. Any problems the utility representative anticipates should be explained so that Project Engineer and Contractor can plan to include in the project. Each utility representative should provide Contractor with a name and phone number to contact for conflict assistance. Contractor is responsible for locating all utilities.

No utility representatives were present at the meeting. Marty noted, that as seen on the plans, there is an underground utility line that he believes is a service electrical line. Which is the only conflict he sees on the plans. Water and gas are both in the street. Jason said that there are no other utility conflicts in the back easement. Jason said no and he believes the electrical u/g utility line shown on the plans is bogus .

6. Discussed Submittal of Shop Drawings, working drawings, material submittals, job-mix formulas in accordance with the time limits in the contract.

There will be NO shop drawings required on the project. The plans include the design of the culvert (State of Alabama standard culvert double 10 x 4 box culvert). Since we are not pouring a 10 x 4, we will adjust the bar lengths and number of bars to conform to fit the required size.

7. Any right-of-way issues were discussed. Detail whether all property has been acquired to complete project and if not, when expected.

The project and all the work associated with this project is located within an existing city utility and drainage easement or it is located inside Mayfair Park or on City right-of-way. There is no need for additional easements or property to be acquired. We already have the land necessary to construct the project.

8. Any other projects that may conflict should have their project engineer, contractor and representatives in attendance to discuss.

This project involves the extension of an existing double box culvert (plan size) recently constructed by Miller & Miller. The steel is stubbed out for the new culvert to be extended.

9. Contractor is required to submit pricing (Attachment "A") on either a 3 ½" floppy disk or CD in the Excel format made available for download from the Engineering website. The bid disk or the CD must be in working condition and included with original bid packet and reflect the correct revision, along with two signed hard copies. Failure to do so shall be cause for rejection of bid. If a price discrepancy is found on bid disk or CD, printed hard copy prices submitted with original bid documents, with Contractor signature, will prevail.

#### 10. PAYMENT

The OWNER agrees to pay the contractor as follows: Once each month per project the OWNER shall make partial payment to the Contractor on the basis of duly certified and approved estimates of the work performed during the preceding month by the Contractor, less five (5%) of the amount of such estimate, which is to be retained by the City until all of the work has been performed. Liquidated damages will be deducted from all invoices when the invoice estimate period end date is later than the contract completion date. All pay requests will be submitted by hard copy and on disk. The hard copy will be printed from the disk. The OWNER will provide the disk to the contractor. Two originals and two copies of the invoices are required before payment will be made. The disk should be submitted each month, along with the originals and copies, to Odessa Sales in the Engineering Department. No further retainage will be held after fifty percent of the contract is complete. All payments to contractor will be made as soon as practical after the approval and finance processes have been completed

#### 11. Project Engineer discussed plans, specs and special provisions.

- a. A review of the plans should be made with emphasis placed on unusual construction features and special drawings.
  1. Already mentioned that this is the extension of an existing culvert.
  2. Homeowners have been contacted and are aware that the project is planned and will be done.
  3. Access to the project requires going through the city park. The plans reflect contractor fencing both sides of the construction entrance all the way to the back easement and along the easement where the culvert will be constructed. Temporary fencing will need to be erected to separate the construction area from the park. The access driveway ( road) to the job site will require stone. Construction of the access road, maintenance, and removal at the end of the project is not a separate pay item.
  4. The end of the project requires connecting the new culverts back to the existing corrugated metal pipes. That can be done by blocking at the end

where contractor stops the double culverts with brick, or contractor can form up a 4" wall unreinforced that can be knocked out at a later time.

5. The required box culvert is a standard State of Alabama double 10' x 4' reinforced concrete box culvert with adjustment in steel lengths and number of bars to conform to the size of the required culvert.

b. Each pay item of the contract should be read out and any questions concerning the method of measurement or payment discussed.

There were no questions regarding the pay items. Marty made the following comments:

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>CLEARING AND GRUBBING</b> - This does include the cost for the removal and disposal of the triple line of corrugated metal pipes.                                                                                                                                                                                                                                                                                                                         |
| <b>2</b> | <b>DBL. 9.38' X 3.0' REINFORCED CONCRETE BOX CULVERT, COMPLETE IN</b> - includes the openings for the open throat inlets. The open throat inlets set on top of the culvert. Contractor will have to form out while pouring the culvert, an opening for where the open throat inlets will be. It also includes the cost of the connecting to the existing culvert at the beginning of the project. Measurement for the culvert will be along the center line. |
| <b>6</b> | <b>SOLID SOD ( match existing)</b> – Marty requested rolled sod be used. There will probably be some small areas where the rolls cannot be used. The contractor can cut off some of the rolled sod, or use sod that comes on pallets to cover the bare areas. Bermuda sod will be used on the project.                                                                                                                                                       |
| <b>9</b> | <b>BRICK UP AND CLOSE THE END OF NEW DBL.CULVERT ( Sta. 11 + 55) AND CONNECT EXISTING TRIPLE LINE OF METAL PIPES</b> - Where we are ending the project and tying back into the existing pipe, instead of using brick, the contractor may pour a 4" thick unreinforced concrete wall that can be knocked out at a later time, or the contractor can construct an 8" brick wall to close the opening of the culvert and connect the existing metal pipes.      |

c. When a contractor is new to COH contracts, the standard specifications should be discussed with emphasis on time charges, extra work, materials, etc.

d. State of Alabama classification required shall be stated. Highways & Streets (HS) or Highways & Streets Specialty Construction – Drainage & Culverts (HS-S)

e. There are **120** calendar days to complete project. (it was asked during pre-bid meeting is there any concern that contract cannot be completed within contract time specified.) Council: 4/26/12; Anticipated NTP: No later than 5/11/12 and completion date: 9/8/12 based on Council approval and NTP issued no later than 5/11/12

f. (include whether construction trailer is required and whether as-builts are required)

No construction trailer or as-builts will be required.

g. Introduction and explanation of any revisions to Supplement to General Requirements – specifically detail the following:

This project will be specifically sensitive to storage of materials and clean up of the construction site. The contractor will be required to clean sidewalks and streets daily where dirt, gravel, stone, etc. has been dropped or tracked from the construction site. Construction materials must be stored inside a fenced area.

The contractor shall also locate the port-a-toilet inside a fenced area.

#### 46. SHOP DRAWINGS

The approval of shop drawings by the Engineer will cover only the features of the design and in no case shall this approval be considered to cover error or omissions in shop details or a check of any dimensions. The Contractor shall be responsible for the accuracy of the shop drawings, the fabrication of materials and the fit of all connections; and he shall bear the cost of all extra work in erection caused by errors in shop drawings or in fabrication, inaccurate workmanship, misfits of connections or for any changes in fabrication necessary. No work shall be done on the material before the shop drawings have been approved. Any material that the Contractor orders prior to the approval shall be at the Contractor's risk.

Substitutions or changes whether indicated or implied on shop drawings will not be considered as changes regardless of the Engineer's approval of shop drawings unless the change has been previously submitted and approved as a change order per the requirements for changes in the contract.

After a shop drawing has been approved, no changes shall be made unless directed in writing to the Owner and acceptance by the Owner of said changes. Any acceptance of change by the Owner does not constitute a change to the contract unless that change has been approved and directed in writing per change order. Compensation for preparing and furnishing all shop and working drawings shall be included in the contract unit prices for the various pay items of work.

#### 15. LIQUIDATED DAMAGES

It is further understood and agreed by and between the parties to this contract, that in the event the work to be performed under this contract is not completed at the expiration of the contract time, then, and in that event, the Contractor shall pay to the City the amounts per calendar day by the schedule shown in the schedule in the City of Huntsville Standard Specifications, Section 80.11 – "Schedule of Liquidated Damages" for each day thereafter until such work is completed. The City will deduct said sum or sums from any money due the Contractor under this contract for any and all invoices submitted after the contract due date. Liquidated damages will be deducted

from all invoices when the invoice estimate period end date is later than the contract completion date.

**Section 80.11 – “Schedule of Liquidated Damages” has been amended as follows effective 3/7/11:**

| Original Contract Amount |                  | Liquidated Damages Daily Charge |          |
|--------------------------|------------------|---------------------------------|----------|
| More Than                | To and Including | Calendar Day or Fixed Date      | Work Day |
| \$ 0                     | \$ 100,000       | \$ 200                          | \$ 400   |
| \$ 100,000               | \$ 500,000       | \$ 550                          | \$ 1,100 |
| \$ 500,000               | \$ 1,000,000     | \$ 900                          | \$ 1,800 |
| \$ 1,000,000             | \$ 2,000,000     | \$ 1,350                        | \$ 2,700 |
| \$ 2,000,000             | .....            | \$ 1,550                        | \$ 3,100 |

When the contract time is on the calendar day or date basis, the schedule for calendar days shall be used. When the contract time is on a work day basis, the schedule for work days shall be used.

Amounts in accordance with ALDOT and COH specifications and is based on contract amount before Change Orders.

12. Sequence of Construction and Traffic Control with the contractor made aware of his/her responsibility to handle traffic safely through the work zone. The method of payment for traffic control shall be discussed and clearly understood.

If there is anything going on where contractor may need some extra traffic protection, flagmen may be needed to get trucks in and out to make sure it is safe. Marty would like to see “Construction Ahead” signs at each end to warn the public that there is construction ahead.

13. For any trench cuts within existing roadways, Contractor is required to patch area with asphalt mix within the same day, unless otherwise specified by the Engineer. (Dense graded Base is no longer an acceptable means of traffic control within existing roadway cuts.)

14. Any subcontractors present were given the opportunity ask questions or discuss items with which they are concerned. The Prime Contractor should be advised that no work by a subcontractor will be permitted unless approved by contract or in writing. Attachment “C” – “Subcontractor’s Listing” in the Supplement to General Requirements for Construction of Public Improvements, City of Huntsville, Alabama has been revised and bidders are advised to pay special attention to the text and instructions listed on the attachment. Contractor shall keep the “Subcontractor’s Listing” updated throughout the project duration and submit a copy of the listing with the request for final payment. Noncompliance with this request may cause delay in payment to the Contractor.

15. Anyone working for the Contractor, whether equipment and/or personnel, which are not the Prime Contractors and are not covered by subcontract, then it shall be understood that the Prime Contractor will be required to furnish a rental agreement for the equipment and carry personnel performing such work on his/her labor payroll.

16. Successful contractor will be required to sign the following statement, included as part of the contract:

### **E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit forms for the contractor and for subcontractors are included in the project specifications.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

- Bidders’ attention is directed to the following new item (#53) in the “Supplement to General Requirements for Construction of Public Improvements” document as posted on the COH website for this project:

**53. ALABAMA IMMIGRATION ACT** (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975))

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. The Contractor shall submit in the bid package, with the requested information included on the form, the "City of Huntsville, Alabama Report of Ownership Form" listed in this document as Attachment "H". The bidder selected for award of the contract may be required to complete additional forms relating to citizenship or alien status of the bidder and its employees, including e-verify information, prior to award of a contract.

17. It was asked if there were any further questions.

- Q: The typical section of the box culvert shows that the bottom slab is 9" thick; ALDOT standard is 9 1/2". Which one should be used?
- A: When there is a conflict between the Contract Drawings and the State standard, refer and use the Contract drawings; therefore, since the Contract drawings indicate a 9" thickness, you should use 9".
- Q: How much cover is required over the culvert? There are no grades shown.
- A: The grade of the existing yards will determine the cover over the box culvert. In most, there will only be 6 inches of cover.
- Q: On the rolled sod, what kind of sod is required?
- A: Bermuda.
- Q: There are three (3) trees at Structure 2 that are outside the construction limits; will those trees be taken down?
- A: Yes. Comment from Jason: There are possibly twenty-two (22) trees that are significant that will possibly have to be taken down.
- Q: There is a 10" sewer that goes through Structure 2, underneath all the trees; will the contractor need to take the root balls of those trees out?
- A: No, grind the stumps.
- Q: Is there an invert on the sewer?
- A: At the road there is a manhole( Thornton Ave.) and the sewer is 11.5' deep there. There is another manhole ( north of the culvert) and the sewer is 11' deep. From this information, I can estimate that the existing sewer pipe will be at least 6' below the culvert invert.
- Q: Which fence gets replaced and which one is salvaged?
- A: That determination will be made in the field. If the fence can be salvaged, use the materials that were removed; if the material cannot be reused, replace the fence. Marty doesn't believe the wood fence behind 2421 Penn Street will need to be removed.

Marty commented that the fence behind the house on the north side of the culvert inside the city park will not be able to be put back in the same location due to the location of the box culvert. The fence will be placed along the north edge of the culvert.

Q: Does the homeowner know that his fence will be put up at a different spot?

A: No.

Q: Who will be responsible for telling him?

A: Marty said the fence is on the easement and he hopes the homeowner will understand that we don't want his fence back on top of the culvert.

Q: Where the contractor will make the tie-in, there is a pipe that will be pointed directly at the middle wall; will that be an issue?

A: The middle wall will need to be stopped four (4) feet back from the end of the culvert.

Q: Marty was asked if he wants the culvert exactly 9.4' wide.

A: The plans say 9.38'. Marty answered that he does not want a 9.0' wide culvert. The plans call for a double 9.38' x 3.0 box culvert cause which is what the engineer sized, so that is what he is staying with.

18. All questions will be answered and all clarifications made by addendum. Last day for questions concerning this project before the bid will be **April 6, 2012 until 12:00 p.m.** via fax (256) 427-5325 or email to: penny.kelly@huntsvilleal.gov. Response to contractor questions will be **April 9, 2012 until 5:00 p.m.** Bids open: **April 12, 2012 at 10:00 a.m.** in the 1<sup>st</sup> Floor Conference Room, 320 Fountain Circle, Huntsville, AL. The pre-bid notes and all addenda shall become a part of the contract documents.

## CERTIFICATION OF COMPLIANCE WITH TITLE 39, CODE OF ALABAMA

In accordance with Code of Alabama (1975) §39-5-1(b), I hereby certify that the contract with Miller & Miller, Inc., in the amount of TWO HUNDRED FIVE THOUSAND ONE HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS (\$205,168.00), for Thornton Avenue Drainage Improvements, Phase III, Project No. 65-12-DM18, which is being submitted to the City Council of the City of Huntsville for approval on this the 26th day of April, 2012, has been let in accordance with Code of Alabama, Title 39 and all other applicable provisions.



Shane Davis  
Director of City Engineering/Urban Development  
City of Huntsville

### E-VERIFY CLAUSE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form for the business entity and for sub-consultants/business entities employed by the contracting business entity are included as Attachment "I" in this contract. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

Miller & Miller, Inc.  
(Company)

BY:   
(Authorized Representative)